

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

*People. Not Just Policies.®*

## CERTIFICATE: GROUP LIFE INSURANCE

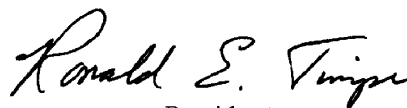
|                 |                  |
|-----------------|------------------|
| Policyowner:    | State of Arizona |
| Policy Number:  | 617950-C         |
| Effective Date: | October 1, 1999  |

A Group Policy has been issued to the Policyowner. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyowner with a revised Certificate or other notice to be given to you.

**This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.**

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

  
President

GC190-LIFE



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## Table of Contents

|   |    |
|---|----|
| COVERAGE FEATURES .....                                 | 1  |
| GENERAL POLICY INFORMATION .....                        | 1  |
| BECOMING INSURED .....                                  | 1  |
| SCHEDULE OF INSURANCE .....                             | 2  |
| REDUCTIONS IN INSURANCE .....                           | 3  |
| OTHER PROVISIONS .....                                  | 3  |
| PREMIUM CONTRIBUTIONS .....                             | 5  |
| LIFE INSURANCE .....                                    | 6  |
| A. Insuring Clause .....                                | 6  |
| B. Amount Of Life Insurance .....                       | 6  |
| C. Changes In Life Insurance .....                      | 6  |
| D. Suicide Exclusion: Life Insurance .....              | 7  |
| E. When Life Insurance Becomes Effective .....          | 7  |
| F. Non-Smoker Benefit .....                             | 8  |
| G. Repatriation Benefit .....                           | 8  |
| H. When Life Insurance Ends .....                       | 8  |
| I. Reinstatement Of Life Insurance .....                | 9  |
| ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE .....      | 9  |
| A. Insuring Clause .....                                | 9  |
| B. Definition Of Loss For AD&D Insurance .....          | 9  |
| C. Amount Payable .....                                 | 10 |
| D. Changes In AD&D Insurance .....                      | 10 |
| E. AD&D Insurance Exclusions .....                      | 10 |
| F. Additional AD&D Benefits .....                       | 10 |
| G. When AD&D Insurance Becomes Effective .....          | 12 |
| H. When AD&D Insurance Ends .....                       | 12 |
| DEPENDENTS LIFE INSURANCE .....                         | 12 |
| A. Insuring Clause .....                                | 12 |
| B. Amount Of Dependents Life Insurance .....            | 12 |
| C. Definitions For Dependents Life Insurance .....      | 12 |
| D. Becoming Insured For Dependents Life Insurance ..... | 13 |
| E. When Dependents Life Insurance Ends .....            | 13 |
| ACTIVE WORK PROVISIONS .....                            | 14 |
| CONTINUITY OF COVERAGE .....                            | 14 |
| PORTABILITY OF INSURANCE .....                          | 14 |
| WAIVER OF PREMIUM .....                                 | 15 |
| ACCELERATED BENEFIT .....                               | 16 |
| RIGHT TO CONVERT .....                                  | 18 |
| CLAIMS .....  | 19 |
| ASSIGNMENT .....  | 20 |
| BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....        | 20 |
| ALLOCATION OF AUTHORITY .....                           | 22 |
| TIME LIMITS ON LEGAL ACTIONS .....                      | 22 |
| INCONTESTABILITY PROVISIONS .....                       | 23 |
| DEFINITIONS .....                                       | 23 |

## **Index of Defined Terms**

**The page number shown below is where the term is defined. For terms defined by an entire section, the page number below is the page on which that section begins.**

|   |  |
|---|--|
| Accelerated Benefit, 16                   | Noncontributory, 24                        |
| Active Work, Actively At Work, 14         | Physician, 18                              |
| AD&D Insurance, 23                        | Policyowner, 1                             |
| Annual Earnings, 23                       | Portability Of Insurance, 4, 14            |
| Annual Enrollment Period, 24              | Pregnancy, 24                              |
| Automobile, 10                            | Prior Plan, 24                             |
|   | Proof Of Loss, 19                          |
| Beneficiary, 21                           |  |
|   | Qualifying Event, 18                       |
| Change In Family Status, 6                | Qualifying Medical Condition, 17           |
| Child, 12                                 |  |
| Class Definition, 1                       | Recipient, 21                              |
| Contributory, 24                          | Right To Convert, 18                       |
| Conversion Period, 18                     |  |
|   | Seat Belt System, 10                       |
| Dependent, 12                             | Sickness, 24                               |
| Dependents Life Insurance, 24             | Spouse, 24                                 |
| Disabled Child, 12                        |  |
|   | Totally Disabled, 16                       |
| Eligibility Waiting Period, 24            |  |
| Employer(s), 1                            | Waiting Period (for Waiver of Premium), 16 |
| Evidence Of Insurability, 24              | Waiver Of Premium, 15                      |
|   | War, 10                                    |
| Group Policy, 24                          |  |
| Group Policy Effective Date, 1            | you, your (for Right To Convert), 18       |
| Group Policy Number, 1                    |  |
|   |  |
| Injury, 24                                |  |
| Insurance (for Accelerated Benefit), 18   |  |
| Insurance (for Portability provision), 15 |  |
| Insurance (for Right To Convert), 18      |  |
| Insurance (for Waiver of Premium), 15     |  |
|   |  |
| Leave of Absence Provision, 5             |  |
| Life Insurance, 24                        |  |
| Loss, 9                                   |  |
|   |  |
| Maximum Conversion Amount, 4              |  |
| Member, 1                                 |  |
| Minimum Time Insured, 4                   |  |

## COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

|  |                  |
|--|------------------|
| Group Policy Number:                                       | 617950-C         |
| Type of Insurance Provided:                                |                  |
| Life Insurance:  | Yes              |
| Accidental Death And<br>Dismemberment (AD&D)<br>Insurance: | Yes              |
| Dependents Life<br>Insurance:                              | Yes              |
| Policyowner:   | State of Arizona |
| Employer(s):   | State of Arizona |
| Group Policy Effective Date:                               | October 1, 1999  |
| State of Issue:  | Arizona          |

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### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

|                             |   |
|-----------------------------|---|
| Definition of Member:       | <p>You are a Member if you are:</p> <ol style="list-style-type: none"><li>1. An active employee or elected official of the Employer who is regularly working at least 20 hours each week; or</li><li>2. A former elected official of the Employer with at least 5 years of credited service.</li></ol> <p>You are not a Member if you are a temporary or seasonal employee.</p> |
| Class Definition:           | <p>Class 1: All Members (other than former elected officials)<br/>Class 2: Former elected officials</p>   |
| Eligibility Waiting Period: | <p>You are eligible on the later of:</p> <ol style="list-style-type: none"><li>1. The Group Policy Effective Date; and</li><li>2. The first day as a Member.</li></ol>  |
| Evidence Of Insurability    | Not required.   |

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## SCHEDULE OF INSURANCE

### Life Insurance:

- Plan 1: Class 1: \$12,000  
Class 2: \$5,000, \$10,000 or \$12,000, as elected by you
- Plan 2: You may select any multiple of \$5,000, up to the lesser of (a) 3 times your Annual Earnings, or (b) \$200,000.

Non-Smoker Benefit: \$1,000

Repatriation Benefit: The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the amount of your Life Insurance, whichever is less.

### AD&D Insurance:

- Plan 1: Class 1: \$12,000  
Class 2: \$5,000, \$10,000 or \$12,000, as elected by you
- Plan 2: Equals the amount of your Plan 2 Life Insurance.

The amount payable for certain Losses will differ. See **Accidental Death And Dismemberment Insurance**.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$12,000 or (2) the amount of AD&D Insurance payable for loss of life.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or a cumulative total of \$10,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Child Care Benefit: The total child care expense incurred by your Spouse within 36 months after your death for all Children under age 13, but not to exceed \$5,000 per year, or a cumulative total of \$10,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Higher Education Benefit: The tuition expenses incurred per Child within 48 months after your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or a cumulative total of \$20,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Occupational Assault Benefit: The lesser of (1) \$25,000, or (2) 50% of the amount of AD&D Insurance otherwise payable for the Loss.

Public Transportation Benefit: The lesser of (1) \$212,000, or (2) 100% of the amount of AD&D Insurance otherwise payable for the Loss of your life.

## AD&D Table Of Losses

The amount payable is a percentage of the amount of AD&D Insurance in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

| Loss:  | Percentage Payable: |
|--|---------------------|
| a. Life  | 100%                |
| b. One hand or one foot                                | 50%                 |
| c. Sight in one eye, speech, or hearing in both ears   | 50%                 |
| d. Two or more of the Losses listed in b. and c. above | 100%                |
| e. Thumb and index finger of the same hand             | 25%*                |
| f. Quadriplegia  | 100%                |
| g. Hemiplegia  | 50%                 |
| h. Paraplegia  | 50%                 |

No more than 100% of the amount of your AD&D Insurance will be paid for all Losses resulting from one accident.

\*No AD&D Insurance benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance benefit is payable for the Loss of that entire hand.

|   |   |
|---|---|
| Dependents Life Insurance:  | You may elect one of the following Options: |
| Option A (available only to Members insured under Option A on September 30, 2001) | Spouse: \$2,000<br>Child: \$2,000           |
| Option B  | Spouse: \$4,000<br>Child: \$4,000           |
| Option C  | Spouse: \$6,000<br>Child: \$6,000           |
| Option D  | Spouse: \$12,000<br>Child: \$12,000         |

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## REDUCTIONS IN INSURANCE

Your insurance is not subject to reductions due to changes in age.

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## OTHER PROVISIONS

|                      |     |
|----------------------|-----|
| Waiver Of Premium:   | Yes |
| Accelerated Benefit: | Yes |

|  |  |
|--|--|
| Portability Of Insurance:  | Yes  |
| Insurance Eligible for Portability:                                  |  |
| Plan 1 and Plan 2 Life Insurance                                     | Yes. The maximum amount of Life Insurance you may continue is the lesser of: (1) the amount in effect on the date your employment terminates; or (2) \$300,000. The minimum amount of Life Insurance you may continue is \$12,000.                     |
| Dependents Life Insurance for your Spouse                            | Yes. The maximum amount of Dependents Life Insurance you may continue is the lesser of: (1) the amount in effect on the date your employment terminates; or (2) \$10,000. The minimum amount of Dependents Life Insurance you may continue is \$2,000. |
| Dependents Life Insurance for each Child                             | Yes. The maximum amount of Dependents Life Insurance you may continue is the lesser of: (1) the amount in effect on the date your employment terminates; or (2) \$5,000. The minimum amount of Dependents Life Insurance you may continue is \$2,000.  |
| Portability Premium for Member and Spouse:                           |  |
| Age of Insured On Last January 1                                     | Age graded rates per multiple of \$1,000 per month   |
| Under 30   | \$ .118  |
| 30 through 34  | .125   |
| 35 through 39  | .164   |
| 40 through 44  | .266   |
| 45 through 49  | .468   |
| 50 through 54  | .721   |
| 55 through 59  | 1.233  |
| 60 through 64  | 1.471  |
| 65 through 69  | 2.827  |
| 70 through 74  | 5.089  |
| 75 through 79  | 7.624  |
| 80 through 89  | 14.088   |
| 90 and above   | 35.584   |
| Portability Premium for Children:                                    | \$0.20 monthly per \$1,000 of Dependents Life Insurance  |
| Limits on Right To Convert if Group Policy terminates or is amended: |  |
| Minimum Time Insured:  | 5 years  |
| Maximum Conversion Amount:   | \$2,000  |
| Suicide Exclusions:  | Apply to:  |
|  | a. Plan 2 Life Insurance; and  |
|  | b. AD&D Insurance.   |



|                             |   |
|-----------------------------|---|
| Leave of Absence Provision: | Insurance is continued while you are on a scheduled leave of absence approved by your Employer in advance and in writing. |
| Continuity of Coverage:     | Yes   |
| Annual Earnings based on:   | Earnings in effect on your last full day of Active Work.  |

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## PREMIUM CONTRIBUTIONS

### Life and AD&D Insurance

|         |   |
|---------|---|
| Plan 1: | Class 1: Noncontributory<br>Class 2: Contributory |
|---------|---|

|         |              |
|---------|--------------|
| Plan 2: | Contributory |
|---------|--------------|

|                            |              |
|----------------------------|--------------|
| Dependents Life Insurance: | Contributory |
|----------------------------|--------------|

## LIFE INSURANCE

### A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

### B. Amount Of Life Insurance

See the **Coverage Features** for the amount of your Life Insurance.

### C. Changes In Life Insurance

#### 1. Change In Family Status

Subject to a., b. and c. below, you may elect to change the amount of your Life Insurance within 31 days of a Change In Family Status.

- a. All increases in your Life Insurance are subject to the **Active Work Provisions**.
- b. If you return from a leave of absence, the maximum amount by which you may increase your Life Insurance is the greater of: (1) \$20,000 minus the amount of any increase in your Life Insurance elected during the preceding Annual Enrollment Period; or (2) the amount by which you elected to decrease your Life Insurance when your leave of absence began.
- c. If you have any other Change In Family Status, the maximum amount by which you may increase your Life Insurance is \$20,000, minus the amount of any increase in your Life Insurance elected during the preceding Annual Enrollment Period.

Change In Family Status means (1) you gain or lose a dependent, (2) you or your spouse's employment status changes, or (3) you begin or return from a leave of absence.

#### 2. Annual Enrollment Period

Subject to a. and b. below, you may elect to change the amount of your Life Insurance during an Annual Enrollment Period.

- a. All increases in your Life Insurance are subject to the **Active Work Provisions**.
- b. The maximum amount by which you may increase your Life Insurance is \$20,000.

#### 3. Decreases in Life Insurance

- a. You may elect to decrease the amount of your Life Insurance by any amount during an Annual Enrollment Period or within 31 days of a Change In Family Status.
- b. You may elect to decrease the amount of your Life Insurance at any other time; however, you may not decrease the amount of your Life Insurance so that the combined amount of your Plan 1 and Plan 2 Life Insurance is less than \$50,000.

#### 4. Effective Dates of Changes

Changes in the amount of your Life Insurance, if allowed in 1., 2. or 3. above, become effective as follows:

- a. Subject to the **Active Work Provisions**, changes allowed during an Annual Enrollment Period are effective on the following October 1.
- b. Subject to the **Active Work Provisions**, changes allowed because of a Change In Family Status are effective on one of the following dates, as elected by you:
  - i. The date of the Change In Family Status.
  - ii. The 1st day of the calendar month immediately following the Change In Family Status.

- iii. The 16<sup>th</sup> day of the calendar month immediately following the Change In Family Status.
- c. Subject to the **Active Work Provisions**, after-tax decreases in insurance allowed at any other time are effective on the appropriate following date:
  - i. The 16th day of the calendar month coinciding with or next following the date you apply, if you apply between the 2nd and the 16th day of a calendar month.
  - ii. The first day of the calendar month coinciding with or next following the date you apply, if you apply between the 17th and the first day of a calendar month.

D. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below apply.

- 1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death, including time you were insured under your Employer's group life insurance program with a prior carrier.
- 2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

1. Noncontributory Life Insurance

Subject to the **Active Work Provisions**, your Noncontributory Life Insurance becomes effective on the date you become eligible.

2. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. You may apply for Contributory Life Insurance (a) within 30 days after you become eligible, (b) during an Annual Enrollment Period, or (c) within 31 days of a Change In Family Status. (Change In Family Status is defined in C.1. above.)

- a. If you apply within 30 days after you become eligible, you may apply for any amount of Life Insurance allowed under the Schedule Of Insurance. Subject to the **Active Work Provisions**, your Contributory Life Insurance becomes effective on the first day of the calendar month following the date you become eligible.
- b. If you apply within 31 days of a Change In Family Status, the maximum amount of Life Insurance for which you may apply is \$20,000. Subject to the **Active Work Provisions**, your Contributory Life Insurance of \$20,000 or less becomes effective on one of the following dates, as elected by you:
  - i. The date of the Change In Family Status.
  - ii. The 1st day of the calendar month immediately following the Change In Family Status.
  - iii. The 16<sup>th</sup> day of the calendar month immediately following the Change In Family Status.

Note: If you elected to terminate your Contributory Life Insurance at the beginning of a leave of absence, the maximum amount of Contributory Life Insurance for which you may apply when you return from the leave is the greater of (1) \$20,000, or (2) the amount of Contributory Life Insurance for which you were insured at the time the leave of absence began. Subject to the

**Active Work Provisions**, your Contributory Life Insurance will become effective as provided above.

- c. If you apply during an Annual Enrollment Period, the maximum amount for which you may apply is \$20,000. Subject to the **Active Work Provisions**, your Contributory Life Insurance of \$20,000 or less becomes effective on the following October 1.

#### F. Non-Smoker Benefit

The amount of the Non-Smoker Benefit is shown in the **Coverage Features**.

We will pay a Non-Smoker Benefit if:

1. You are insured for Plan 2 Life Insurance; and
2. You have not used tobacco or tobacco products during the six month period immediately preceding your death, as evidenced by your medical or hospital records or by a death certificate.

#### G. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

#### H. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
2. The date the Group Policy terminates;
3. The fifteenth day of the calendar month in which your employment terminates, if your employment terminates on the first through the fifteenth day of the calendar month. However, you may have the right to continue your Life Insurance under Portability Of Insurance;
4. The last day of the calendar month in which your employment terminates, if your employment terminates on the sixteenth through the last day of the calendar month. However, you may have the right to continue your Life Insurance under Portability Of Insurance; and
5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of:
    - (1) A temporary layoff; or
    - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
  - d. During a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law.

- e. During any other scheduled leave of absence approved by your Employer in advance and in writing.

#### I. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 and 2 below will apply.

1. If you exercised your Right To Convert, you must surrender your individual policy of life insurance before you may become insured again under the Group Policy.
2. If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law.

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## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### A. Insuring Clause

If you have an accident, including accidental exposure to adverse conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

#### B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days of the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continued for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of

the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the amount of your AD&D Insurance in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

A change in the amount of your AD&D Insurance becomes effective on the date of change in a corresponding amount of Life Insurance.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 7 below.

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance benefit is payable for that Loss of life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

#### Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

#### Higher Education Benefit

The amount of the Higher Education Benefit to your Child is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

#### Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

#### Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features**.

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance benefit is payable for Loss of

your life.

2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

#### G. When AD&D Insurance Becomes Effective

1. Your Plan 1 AD&D Insurance becomes effective on the date your Plan 1 Life Insurance becomes effective.
2. Your Plan 2 AD&D Insurance becomes effective on the date your Plan 2 Life Insurance becomes effective.

#### H. When AD&D Insurance Ends

Your AD&D Insurance ends automatically on the earliest of:

1. The date your Life Insurance ends;
2. The date your Waiver Of Premium begins; and
3. The date your Life Insurance is continued under Portability Of Insurance.

LI.AD.25X

## DEPENDENTS LIFE INSURANCE

#### A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

#### B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

#### C. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

Child means your unmarried child from live birth through age 18 (through age 24 if a registered student in full time attendance at an accredited educational institution). Child includes your stepchild living in your home and an adopted child. Child also includes a foster child who is placed in your home by court order.

Disabled Child means your unmarried child who, on and after the date on which Dependents Life Insurance would end because of the child's age, is continuously:

1. Incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

Disabled Child includes your unmarried child over age 18 (or over age 24 and a registered student in full-time attendance at an accredited educational institution) who:

- a. On the day before the effective date of your Employer's coverage under the Group Policy was insured under the Prior Plan; and
- b. On and after the effective date of your Employer's coverage under the Group Policy continuously meets the requirements of 1 and 2 above.



You must give us proof of Disabled Child status on our forms and within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is a Disabled Child on that date. At reasonable intervals thereafter, we may require further proof, and have your Disabled Child examined at our expense.

#### D. Becoming Insured For Dependents Life Insurance

##### 1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

##### 2. Effective Date

You must apply in writing for Dependents Life Insurance and agree to pay premiums. You may apply for Dependents Life Insurance (a) within 30 days after you become eligible, (b) during an Annual Enrollment Period, or (c) within 31 days of a Change In Family Status. (Change In Family Status is defined in C.1. of the section entitled **Life Insurance**.)

- a. Subject to the **Active Work Provisions**, if you apply within 30 days after you become eligible, your Dependents Life Insurance becomes effective on the first day of the calendar month following the date you become eligible for Dependents Life Insurance.
- b. Subject to the **Active Work Provisions**, if you apply within 31 days of a Change In Family Status, your Dependents Life Insurance becomes effective on one of the following dates, as elected by you:
  - i. The date of the Change In Family Status.
  - ii. The 1st day of the calendar month immediately following the Change In Family Status.
  - iii. The 16<sup>th</sup> day of the calendar month immediately following the Change In Family Status.

However, in no event will the coverage become effective prior to the date you apply.

- c. Subject to the **Active Work Provisions**, if you apply during an Annual Enrollment Period, your Dependents Life Insurance becomes effective on the following October 1.

While your Dependents Life Insurance is in effect, each new Dependent becomes insured immediately.

#### E. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends for reasons other than your death. However, if your Life Insurance ends because your employment with the Employer terminates, you may have the right to continue your Dependents Life Insurance under Portability Of Insurance;
3. The date the Group Policy terminates, unless: (a) your Dependents Life Insurance continues under 1. above; or (b) you qualify for Waiver Of Premium;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce;

6. For any Dependent, the first day of the calendar month following the date the Dependent ceases to be a Dependent; and
7. For a Disabled Child, 90 days after we mail you a request for proof of Disabled Child status, if proof is not given.

LI.DL.01X

## **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LI.AW.02

## **CONTINUITY OF COVERAGE**

### **A. Waiver Of Active Work Requirement**

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

### **B. Payment Of Benefit**

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

LI.CC.01

## **PORTABILITY OF INSURANCE**

### **A. Portability Of Insurance**

You may continue your Insurance for up to 24 months if your employment with your Employer terminates, subject to the following:

1. The amount of any Insurance to be continued must have been continuously in effect for at least 12 consecutive months on the date your employment terminates. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.

2. You must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience on the date your employment terminates.
3. Termination of your employment is not due to retirement.
4. If you do not continue your Life Insurance, you may not continue your Dependents Life Insurance.
5. Insurance means your Plan 1 and Plan 2 Life Insurance and Dependents Life Insurance.
6. Insurance continued under Waiver Of Premium may not be continued under this provision.

**B. Application And Premium Payment**

To continue Insurance under this provision you must apply in writing and pay the first Portability Premium to us within 31 days after the date your insurance is scheduled to end due to termination of your employment. The Portability Premium Rate is shown in the **Coverage Features**.

**C. Amount Of Insurance**

The minimum and maximum amounts of Insurance eligible for portability are shown in the **Coverage Features**.

The amount of Insurance you continue under this provision cannot be increased.

The amount of your Insurance will be reduced or terminated according to the terms of the Group Policy in effect on the date your employment terminates.

**D. When Insurance Ends**

Insurance continued under this provision ends automatically on the earliest of:

1. The date it would otherwise end under the Group Policy.
2. The end of the 24 month period during which your Insurance may be continued under this provision.
3. The date you become insured under any other group life insurance plan.

**E. Group Policy Provisions**

Except as provided above, Insurance continued under this provision is subject to all other terms of the Group Policy. With respect to any notice you are required to provide to the Policyowner or your Employer under other provisions of the Group Policy, such notice must be provided to us while your Insurance is continued.

LI.PT.01X

## **WAIVER OF PREMIUM**

**A. Waiver Of Premium Benefit**

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

**B. Definitions For Waiver Of Premium**

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance and insurance continued under Portability Of Insurance.

2. **Totally Disabled** means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. **Waiting Period** means the 180 consecutive day period beginning on the date you become **Totally Disabled**. **Waiver Of Premium** begins when you complete the **Waiting Period**.

C. **Premium Payment**

Premium payment must continue until the later of:

1. The date you complete your **Waiting Period**; and
2. The date we approve your claim for **Waiver Of Premium**.

D. **Refund Of Premiums**

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become **Totally Disabled**.

E. **Amount Of Insurance**

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become **Totally Disabled**. However, if you receive an **Accelerated Benefit**, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. **Effect Of Death During The Waiting Period**

If you die during the **Waiting Period** and are otherwise eligible for **Waiver Of Premium**, the **Waiting Period** will be waived.

G. **Termination Or Amendment Of The Group Policy**

Insurance will not be affected by termination or amendment of the Group Policy after you become **Totally Disabled**.

H. **When Waiver Of Premium Ends**

**Waiver of Premium** ends on the earliest of:

1. The date you cease to be **Totally Disabled**;
2. 90 days after the date we mail you a request for additional **Proof Of Loss**, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 70.

LI.WP.22X

## **ACCELERATED BENEFIT**

A. **Accelerated Benefit**

If you qualify for **Waiver Of Premium** and give us satisfactory proof of having a **Qualifying Medical Condition** while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an **Accelerated Benefit**. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the **Accelerated Benefit**, you will not be eligible for the **Accelerated Benefit**.

Qualifying Medical Condition means you are terminally ill, with a life expectancy of less than 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

**B. Application For Accelerated Benefit**

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

**C. Amount Of Accelerated Benefit**

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

**D. Effect On Insurance And Other Benefits**

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

**E. Exclusions**

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.

5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Plan 1 and Plan 2 Life Insurance under the Group Policy.

Physician means a licensed M.D. or D.O., other than yourself, acting within the scope of the license.

LI.AB.154X

## RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium or Portability Of Insurance, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
  - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or

4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.14X

## CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

If we deny any part of the claim, the claimant will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support the claim; and
4. Information concerning the claimant's right to a review of our decision.

**G. Review Procedure**

If all or part of a claim is denied, the claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

LI.CL.01

## **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.01

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

**A. Payment Of Benefits**

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of life will be paid to you. Any such benefits remaining unpaid at your death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
  - a. Dependents Life Insurance benefits.
  - b. Accelerated Benefits.
4. Dependents Life Insurance benefits which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
5. Other benefits will be paid as follows:

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.



The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You must name or change Beneficiaries in writing. Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyowner or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyowner or Employer.

If we approve it, a written designation signed and dated by you under the Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the following classes:

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

#### E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

##### 1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

##### 2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

### 3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

LI.BB.10X

## **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyowner, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.01

## **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and

2. The time within which Proof Of Loss is required to be given.

LI.TL.01

## **INCONTESTABILITY PROVISIONS**

### **A. Incontestability Of Insurance**

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years.

### **B. Incontestability Of Group Policy**

Any statement made by the Policyowner or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.01

## **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Annual Enrollment Period means the period designated each year during which a Member may change the insurance options selected.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyowner and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyowner or Employer pays the entire premium for insurance.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. Spouse does not include a person who is a full-time member of the armed forces of any country.

LI.DF.18X